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FILED

OCT 21 1961

JAMES R. BROWNING, CLERK

IN THE
Supreme Court of the United States

OCTOBER TERM, 1961.

No. [REDACTED] **434**

SINCLAIR REFINING COMPANY, A CORPORATION,
Petitioner,

vs.

SAMUEL M. ATKINSON, ET AL.,
Respondents.

**BRIEF IN OPPOSITION TO PETITION FOR
CERTIORARI.**

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IN THE
Supreme Court of the United States

OCTOBER TERM, 1961.

No. 430.

SINCLAIR REFINING COMPANY, A CORPORATION,
Petitioner,

vs.

SAMUEL M. ATKINSON, ET AL.,
Respondents.

**BRIEF IN OPPOSITION TO PETITION FOR
CERTIORARI.**

STATEMENT.

The Petition for Writ of Certiorari failed to set forth Sinclair Refining Company's request for an injunction in Count III of the Complaint filed in this action (See Jt. App. pages 23-24). Count III of the Complaint was brought against an international labor organization and its local affiliate pursuant to Section 301 of the Labor Management Relations Act, 1947 (Sec. 301, 61 Stat. 136; 29 U. S. C. 141) and against various local union officials, in their individual capacities, pursuant to the diversity of citizenship juris-

diction of the Federal District Court. The request for an injunction contained in Count III reads as follows:

“That the defendants, and each of them, their agents, servants, counselors, and all to whom notice hereof may come, be enjoined and restrained, preliminarily at first, and thereafter permanently, from aiding, abetting, fomenting, advising, participating in, ratifying, or condoning any strike, stoppage of work, slowdown or any other disruption of, or interference with normal employment or normal operation or production by any employee within the bargaining unit at plaintiff's East Chicago, Indiana refinery covered by the contract between the parties dated August 8, 1957, in support of, or because of, any matter or thing which is, or could be, the subject of a grievance under the grievance procedure of the said contract, or any extension thereof, or any other contract between the parties which shall contain like or similar provisions.”

REASONS IN OPPOSITION TO THE PETITION FOR WRIT.

The petitioner herein has taken the position that its Writ for Certiorari should be granted and at the same time has urged this Court to deny the Petition for Writ of Certiorari filed in this case by the International and Local labor organizations and the individual union officials. We submit that the two Petitions for Writ of Certiorari are inexorably intertwined.

Petitioner Sinclair Refining Company argues that no matter how this Court decides *Chauffeurs, Teamsters & Helpers v. Yellow Transit Freight Lines*, 282 F. 2d 345 (C. A. 10, 1960), there still would remain the important question whether a federal district court has the authority to issue an injunction of the type requested in Count III

of the Complaint set forth above. We submit if such a question remains after this Court's decision in *Yellow Transit*, by necessity the basic issues raised in our Petition for Writ of Certiorari in this case would have to be determined. This conclusion logically follows from the fact that the injunction issued by the Federal District Court in *Yellow Transit* was directed only against a strike then in progress by the defendant union. In the present case, Sinclair Refining Company did not seek the District Court to enjoin any activity then in progress by the defendants, but sought to restrain whole categories of activities which might take place in the indefinite future.

Thus, if this Court were to pass upon the injunctive relief requested by Sinclair Refining Company after a decision is rendered in *Yellow Transit*, the following basic issues raised in our Petition for Writ of Certiorari should be considered:

1. The injunction requested in Count III of the Complaint would place within a federal district court's contempt powers any future work stoppage which is alleged to be in violation of an existing collective bargaining agreement between Sinclair Refining Company and the international and local unions in its East Chicago, Indiana refinery. Among other considerations, in order for this Court to sanction such an extension of a district court's contempt powers, a decision must first be reached that an alleged breach of a no-strike clause of a bargaining agreement is not subject to the arbitrable provisions of the agreement. The implications of this issue are set forth in our Petition for Writ of Certiorari, pages 2-3.

2. Since the injunction sought by Sinclair Refining Company is directed against local union officials in their individual capacities under diversity of citizenship jurisdiction, this Court would first have to determine whether such

a cause of action against individuals for breaches of a collective bargaining agreement can be entertained by a federal court. This basic issue raises important subsidiary questions which have been set forth in our Petition for Writ of Certiorari, pages 3-4.

We do not challenge the importance of the questions raised in Sinclair Refining Company's Petition for Writ of Certiorari. However, we do oppose Sinclair Refining Company's position that its Petition for a Writ be granted without the court considering the significant issues raised in our Petition for a Writ in this case.

Respectfully submitted,

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